

TERMS & CONDITIONS

*for individuals & organisations
concerning Entrima's **in-company** online *live-tutored* training / workshops
(i.e. the learning service "Private Guru")*

Article 1: Services

1.1 These terms & conditions apply to the following learning services of Entrima (hereafter: "Supplier"):

Online, live-tutored, in-house learning services, whereby:

- An **Online** "Learning Service" concerns an in-company training course / workshop, seminar, or alike, delivered via an online medium.
- **In-company training courses** concern delivery of a bespoke (learning) programme for a group of people (1 or more persons) of the same organisation (or its business contacts, like clientele, and/or business partners), typically at the premises of the "Client", or a venue arranged by the "Client". It requires an assignment of "Supplier" ordered by the "Client".

Article 2: Definitions

A. Supplier:

"Supplier" concerns "ENTRIMA". ENTRIMA is supplying the learning service "Private Guru".

B. ENTRIMA:

"ENTRIMA" concerns the trade name of the "Supplier".

C. Client:

"Client" concerns an organisation which provides "Supplier" with an "Assignment" (ordered by a representative of this organisation) by subscription of one or more employees of the organisation (i.e. an individual or a group) for a "Learning Service".

D. Learning Service:

"Learning Service" concerns the service "Private Guru". It concerns the provision of knowledge, and possibly the forming or optimisation of skills, via a live-tutored (online) training / workshop delivered by "Supplier". This service could be provided via a portal, possibly Microsoft Teams or Zoom.

E. Learner:

"Learner" (also called "**Student**", "**Participant**" or "**Attendee**") concerns the individual who is allowed to, and could off-take and consume the "Learning Service".

F. Tutor:

"Tutor" concerns the person who delivers the "Learning Service" online.

G. Study materials:

"Study materials" concern documentation and other materials related to the "Learning Service". "Study materials" can concern a book, a handout, an exercise, a (Power Point) presentation, a simulation, a case study, or any other material in any form, which is used to support the delivery of the service.

H. Assignment:

"Assignment" concerns a "Client" to order "Supplier" to provide "Client" with "Learning Services". "Subscription" results in an "Assignment".

I. Confirmation:

"Confirmation" concerns a written commitment of "Supplier", addressed and sent to "Client", to provide a "Learning Service" to "Client".

J. Subscription

"Subscription" concerns an order, issued by "Client", addressed to "Supplier", to be provided a "Learning Service". "Subscription" (also referred to as "Signing up") concerns a formal registration for off-taking a "Learning Service".

The following aspects are of relevance:

- Subscription takes place by Client.
- Subscription can concern signing up of:
 - ❖ A single person (individual), or
 - ❖ Multiple persons (group).

A subscription (registration, sign up) is considered an assignment;

K. Price:

"Price" concerns the rate of a "Learning Service", in euro, charged to "Client" by "Supplier".

L. Extreme situation

An "Extreme Situation" concerns an event beyond the reasonable control of "Supplier".

Article 3:**Applicability**

- 3.1 Each "Assignment", "Subscription" or "Confirmation" is subject to these "Terms & Conditions".
- 3.2 Each "Client" and each "Learner" are subject to these "Terms & Conditions".
- 3.3 An "Assignment", "Subscription" and/or "Confirmation" by "Client" or "Learner" indemnifies "Supplier" from all claims by that same "Client" or "Learner".
- 3.4 "Supplier" has the right, and duty, to adjust this document over time, if circumstances require such. The updated version applies to future assignments, not to existing assignments.

Article 4:**Minor errors**

- 4.1 Minor errors in the "Study materials" or in the "Learning Service" produced and/or provided by "Supplier" are not a valid reason for the "Client"/"Learner" to refuse to off-take the "Learning Service" (or a part of it). Neither will "Supplier" reject the delivery or refuse to deliver the "Learning Service" and/or modify the relevant "Tariff", nor will "Supplier" reimburse "Client".

Article 5:**Intellectual property & policies**

- 5.1 All rights on the study materials are reserved by "Supplier". Without prior permission from "Supplier", none of the study materials may be copied, duplicated, saved, distributed or made public by means of printing, photo copying, sending, digitalisation, or anything in such sense.

“Client” / “Learner” is not permitted to make study materials available to their colleagues, third parties, or anyone else, neither to post it on social media or publish it on the web/Internet, or send it forward by email (soft copy), nor to distribute it physically (hard copy).

5.2 A “Learner” is prohibited to distribute a recording of the “Learning Service” and/or to provide the recording as a “Learning Service” (paid or free of charge) to another person, without written permission by “Supplier”. Hence, it is prohibited to show a recording to any person (a third party).

5.3 **Non-recording policy**

“Client” and “Learners” (including third parties) are prohibited to record “Supplier’s” “Learning Service”. It is strictly forbidden to distribute a recording of the “Learning Service” and/or to provide the recording (*irrespective whether as a paid service or free of charge*) to another person. It is also prohibited to show a recording to any person.

Recording a session would undermine “Supplier’s” business case and could -potentially- cannibalise on it.

The knowledge imparted by “Supplier’s” “Tutor” remains the intellectual property of “Supplier” and/or “Tutor”. Recording will breach the terms of provision of this “Learning Service”. Moreover, unofficial or unauthorised recording / playing / showing / making heard “Supplier’s” “Learning Services” to one or more people may also concerns a breach of data protection and GDPR global policies.

5.4 **Camera-on policy**

In case of on-line delivery, cameras have to be switched ‘on’. This makes an online session a joined effort and stimulates interactivity. Furthermore, with it, the effectiveness of the training increases. In addition, it will make the meeting more personal.

The quality of “Supplier’s” service is based on interactivity. “Supplier’s” “Tutors” excel in interaction with “Learners”. Interactivity stimulates the learning curve, as it raises the awareness and allows for taking things into depth and covering details. Hence, interaction should be supported by “Client” as much as possible.

“Supplier” is convinced that “Client” wants the “Learner(s)” to engage in a reciprocal meeting, as well as communal exchanges of thoughts. To anticipate such collectiveness, people need to experience each other in many respects. People seem more willing to engage when they see each other. Besides, when people see each other they seem more daring to speak out.

Furthermore, in order to serve the “Learner(s)” best, the “Tutor” must be able to process non-verbal communication. Besides, “Client” may want “Supplier” to supervise whether “Learner(s)” attend at all, and also whether “Learner(s)” do pay attention (even more so in mandatory participation; e.g. in case of regulatory required training). After all, it must be prevented that subscribed persons actually do something completely else.

Above all, “Supplier” does not want its “Tutors” to talk to a computer without knowing whether “*at the other end of the line*” are there or not (and care, or not).

“Supplier” is convinced that it has to stimulate “Learners” as much as possible. Simultaneously, “Supplier” believes it is part of every person’s professional responsibility to show oneself.

Altogether, with online live-tutored sessions “Supplier” tries to replicate classic classroom training. “Client’s” / “Learner’s” cooperation in this regard is of utmost importance. “Supplier” trusts this policy to be supported by “Client” by sharing it with the “Learners”, and/or by instructing “Learner(s)”.

Note: Obviously, in exceptional cases, only on an individual basis, thus not for the whole group,

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"Supplier" does understand that a "Learner" (due to poor connectivity) stops showing him/herself, but only on a temporarily basis, amongst others, as it could motivate other "Learners" to copycat.

5.5 Non-hybrid delivery style policy

"Supplier" will not tolerate one or more "Learner(s)" to participate/off-take an on-site "Learning Service" online (or vice versa).

Article 6:**Conduct**

- 6.1 "Learner" is not allowed to misuse the "Learning Service".
- 6.2 Misconduct in any form during the off-take of the "Learning Service" is not allowed.
- 6.3 In case of misconduct during the off-take of a "Learning Service", the "Tutor" has to right to remove the relevant "Learner(s)" from the service, leaving the "Learner" / "Client" with no rights.

Article 7:**Pricing**

- 7.1 A "Learning Service" are offered at a "Tariff", also called the "Price" or "Rate".
- 7.2 The "Price" is in euro (EUR) and exclusive of VAT, unless explicitly stated otherwise.
- 7.3 "Supplier" is entitled to adjust the VAT rate (%) according to actual changes implemented by the relevant tax authority.

Article 8:**Invoicing & payment**

- 8.1 The "Learning Service" is invoiced upon delivery.
- 8.2 The "Learning Service" is due to be paid 30 days after invoicing, unless formally agreed upon otherwise.
- 8.3 All additional costs that "Supplier" has to make in order to collect the payment shall be borne by the "Client". This reflects the actual cost incurred by "Supplier", although the minimum charge is set at one percent (1%) of the 'account payable/receivable' per month, with a minimum of fifty (50) euro per month.

Article 9:**Data protection & Privacy**

- 9.1 "Supplier" has developed a privacy policy which respects the General Data Protection Regulation (for GDPR policy see website of "Supplier").
- 9.2 "Participants" have to announce or show their first and last name.
- 9.3 "Participants" have to login with their own names, not any pseudonym.

Article 10: Rights & Liability

- 10.1 All study materials and/or other work developed and/or provided by "Supplier", arising out of (or related to) a "Learning Service", is carefully composed, to the best of "Supplier's" knowledge and/or abilities. However, "Supplier" can in no way guarantee the accuracy and completeness of study materials.
- 10.2 "Supplier's" "Learning Service(s)" may include practical tips, ideas, best practices, opinions, views and possible solutions to cope with practical challenges. Although "Supplier" shall ensure that these expressions are as wise and meaningful as possible, "Supplier" can in no way be held liable for the expressions.
- 10.3 "Supplier" accepts no liability for damages of any kind, resulting from actions and/or decisions based on views and/or opinions. A "Learner" is recommended not to base any decision on such views, remarks and/or opinions provided in the learning environment. Moreover, "Learner" is advised not to enter into any decision without judgment by him/herself. Instead, "Learner" is advised to use common sense at all times and to rely on his/her own professional expertise (or the expertise of their colleagues) and to check any remarks, statements and opinions before these are considered, if at all.
- 10.4 Minor errors in the study materials or other services developed and provided by "Supplier" cannot be a reason for the "Client" to reject or refuse to off-take the "Learning Service". Neither will "Supplier" reject or refuse to provide the "Learning Service" and/or modify the relevant "Price", nor is "Client" allowed to withhold payment of the "Learning Service".

Article 11: Cancellation, postponement or adjustments

- 11.1 In case "Client" (an organisation) wishes to **cancel** the assignment ("In-company training"), then, the following cost will be charged:
- In case of cancellation more than 26 weeks prior to the commencement of the "Delivery": 25% of the full cost (i.e. the agreed "Tariff") will be charged.
 - In case of cancellation between 26 and 3 weeks before the commencement of the "Delivery": 50% of the full cost (agreed "Tariff") will be charged.
 - In case of cancellation within 3 weeks of the commencement of the "Delivery", the "Learning Service" will be deemed as if it has been delivered and 100% of the costs (agreed "Tariff") will be charged.
 - In any case, "Client" has to compensate for travel and stay expenses which already have been incurred by "Supplier" or its "Tutor(s)".
- 11.2 In case "Client" (an organisation) wishes to **postpone** the assignment ("In-company training"), then, the following cost will be charged:
- In case of notification (of the desire to postpone) more than 26 weeks prior to the commencement of a "Class": 10% of the full cost (agreed "Tariff") will be charged.
 - In case of notification (of the desire to postpone) between 26 and 3 weeks before the commencement of a "Class": 25% of the full cost (agreed "Tariff") will be charged.

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- In case of notification (of the desire to postpone) within 3 weeks of the commencement of a "Class", the "Educational service" will be deemed as if it has been delivered and 50% of the costs (agreed "Tariff") will be charged.
- In any case, "Client" has to compensate for travel and stay expenses which already have been incurred by "Supplier" or its "Tutor(s)".

Article 12:
Confidentiality & Exclusivity

12.1 "Supplier" and "Client" are obliged to each other to preserve confidentiality of the relevant agreement, documents and related aspects.

Article 13:
Application law & forum choice

- 13.1 Dutch law is applicable to every "assignment" between "client" and "supplier" (to which these "general terms & conditions" apply).
- 13.2 All disputes relating to an "assignment" between "client" and "supplier" (to which these "general terms & conditions" apply) will be brought before the competent Judge in the District Court of Amsterdam, the Netherlands.

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